INNOVATION NETWORK SCHOOL AGREEMENT

This Innovation Network School Agreement (the “Agreement”) is made and entered into as of April ___, 2016 (“Commencement Date”) by and between The Board of Commissioners of the City of Indianapolis (“IPS”) and Cold Spring School, Inc. (“Operator”) (together, the “Parties”) to operate Cold Spring School No. 315 (the “School”) as an Innovation Network School.

RECITALS

A. IPS is authorized pursuant to Indiana Code (“IC”) § 20-25.7, et seq., to enter into an agreement with an Innovation Network Team to establish an Innovation Network School;

B. IPS has determined that the School is eligible to be reconstituted, established, and operated as an Innovation Network School;

C. The School is located at 3650 Cold Spring Road, Indianapolis, IN (“Building”); and

D. The Parties desire for the School to be operated as an Innovation Network School by Operator in the Building, and for Operator to have the right to use the Building for such purpose, in accordance with all applicable laws and the terms of this Agreement.

AGREEMENT

In consideration of the mutual agreements set forth in this Agreement, and for other good and valuable consideration, the Parties agree as follows:

ARTICLE I: THE SCHOOL

1.01 Location. Beginning in the 2016-17 school year Operator will operate the School as an Innovation Network School located in the Building.

1.02 Grades Served. The School will serve students in grades Kindergarten through six.

1.03 Attendance Area. The School does not have an attendance area.

1.04 Enrollment. Students will be enrolled in the School in accordance with the then applicable IPS policies and procedures for enrollment in IPS magnet/choice programs.

1.05 Capacity. The School’s enrollment capacity shall be established in accordance with the then applicable IPS policies and procedures for establishing enrollment capacity in IPS magnet/choice program schools.

ARTICLE II: OPERATOR

2.01 Innovation Network Team. Operator shall be the “Innovation Network Team” for the School, as that term is defined in IC § 20-25.7-3-5, and shall be responsible for the operations of the School.
2.02 **Operational Autonomy.** Operator shall have full operational autonomy to run the School as provided by law and set forth in this Agreement.

2.03 **Good Standing and Nonprofit Status.** Operator represents that it is an Indiana nonprofit corporation in good standing with the State of Indiana, and that the Internal Revenue Service (“IRS”) (a) has determined it to be tax exempt, or (b) is reviewing Operator’s application for tax-exempt status. Operator shall immediately notify IPS if (a) its tax-exempt status is questioned, modified, or revoked by the IRS, (b) its application for tax-exempt status is denied or questioned by the IRS, or (c) it receives notice that it is no longer in good standing with the State of Indiana. Operator may not operate the School without having been determined to be tax exempt by the IRS unless IPS expressly agrees in writing to allow it to do so.

2.04 **Articles and Bylaws.** Operator represents that true and accurate copies of its current Articles of Incorporation (“Articles”) and Bylaws are attached to this Agreement as Exhibits 1 and 2. If Operator materially amends its Articles or Bylaws during the Term of this Agreement, it shall provide notice to IPS of such amendment, and a copy of the amended Articles or Bylaws, within 30 days of the amendment.

2.05 **Operator’s Board of Directors.** Operator represents that a true and accurate list of its current directors (“Directors”) is attached to this Agreement as Exhibit 3. If there is any change to the Directors during the Term of this Agreement, Operator shall provide notice to IPS of the change within 30 days.

2.06 **Public Records.** During the Term of this Agreement, Operator shall maintain, and make available for inspection and copying, records relating to the School in compliance with the Access to Public Records Act, IC § 5-14-3 et seq.

2.07 **Open Door Law.** During the Term of this Agreement, Operator shall conduct meetings of the Directors relating to the School in compliance with the Open Door Law, IC § 5-14-1.5 et seq.

**ARTICLE III: OPERATIONS**

3.01 **Operations.** Operator represents that an accurate description of the curriculum that Operator plans and intends to implement in the School (“Curriculum”) is attached hereto as Exhibit 4. If Operator makes any material changes to the Curriculum during the term of this Agreement, Operator shall provide notice of such changes to IPS within thirty (30) days after the decision to make such changes is made.

3.02 **Performance Goals and Accountability Metrics.** Operator and IPS shall work together in good faith to develop and agree upon the performance goals and accountability metrics for the School (“Educational Goals”) prior to Possession Date. If during the Term of this Agreement, Operator reasonably believes that it is reasonable and necessary to amend or change the Educational Goals, Operator shall provide notice to IPS of such proposed amendment or change, which IPS may in its discretion accept or reject.

3.03 **School Improvement Plan.** Operator and IPS shall cooperate in preparing and submitting the improvement and achievement plan for the School when such plan is required.
3.04 **Special Education.**

(a) IPS acknowledges that it is the Local Education Agency ("LEA"), and that it shall be responsible for compliance with all duties and obligations that it has as the LEA under Applicable Law with respect to special education services, and that Operator is not the LEA. IPS shall provide special education staff and services for the School’s students in substantially the same manner as IPS provides such staff and services to other IPS schools, and in compliance with Applicable Law. IPS will provide such staff and services in a manner that, to the extent reasonably practicable, is consistent with the School’s academic program and general operations. Upon request, IPS shall provide Operator with data relating to the manner in which it provides special education staff and services to other IPS schools.

(b) IPS’ responsibility for providing such special education services shall include, without limitation, all administrative and procedural aspects of such special education services, including but not limited to referral processes, evaluations, reevaluations, eligibility determinations, placement decisions, compliance with Child Find mandates, and development and implementation of Individual Education Plans ("IEPs") for students in the School in accordance with Applicable Law.

(c) The Parties shall in good faith cooperate with each other with respect to IPS’ provision of special education services to the School’s students. Operator’s obligation of cooperation shall include, without limitation, ensuring that Operator’s teaching and administrative staff fulfill their roles in implementing the School’s students IEPs, participating in required meetings, identifying and referring students who attend the School who may be eligible for special education and related services, and providing IPS with access to students and student information reasonably necessary to enable IPS to provide special education services as required by this Agreement and Applicable law.

3.05 **ESL Services.** IPS shall provide English as a Second Language ("ESL") services to the School’s students in the same manner required by Applicable Law. Operator shall cooperate with IPS with respect to IPS’ provision of such services to the School’s students.

3.06 **Alternative Education Programs.**

(a) Operator may make referrals of students who attend the School to IPS alternative education programs in accordance with IPS’ applicable policies and procedures, and such students shall have access to such alternative education programs on the same basis as other IPS students.

(b) Operator may suspend a student enrolled in the School in accordance with the School’s policies and procedures so long as such suspension is permitted by Applicable Law and the School’s policies and procedures regarding suspension have been approved by IPS. Operator may expel a student enrolled in the School only in accordance with IPS’ policies and procedures regarding expulsion. In the event of such suspension or expulsion, IPS may review such student’s disciplinary record and procedures related to the suspension or expulsion, and the student may appeal the suspension or expulsion and be eligible for placement in an IPS
alternative education program in accordance with IPS policies and procedures that apply to similarly situated students in other IPS schools.

ARTICLE IV: RELATIONSHIP OF THE PARTIES

4.01 Nature of Relationship. The Parties’ relationship is contractual, and nothing in this Agreement is intended to, or shall, create a partnership or joint venture between the Parties.

4.02 No Agency. Unless expressly provided in this Agreement or otherwise agreed in writing, neither Party will be an agent of the other Party or have the express or implied authority to bind the other.

4.03 No Separate LEA. The School is considered to be part of IPS and shall not be considered a separate LEA.

4.04 Inclusion of Performance Results. Operator authorizes the Indiana Department of Education ("IDOE") to include the School’s performance assessment results under IC § 20-31-8 when calculating IPS’ performance assessment under rules adopted by the Indiana State Board of Education ("State Board").

ARTICLE V: APPLICABLE LAWS

5.01 Applicable Law. The Parties agree that the School is subject to and must be operated in compliance with certain laws and regulations, that certain laws and regulations that apply to a governing body or school corporation may not apply to the School or its operation, and that both Parties shall perform their obligations under this Agreement in compliance with all laws and regulations that do apply to the School or its operation (collectively, “Applicable Law”), as may be amended from time to time.

5.02 No Discrimination. The Parties agree that the School is subject to, and shall be operated by Operator in compliance with, all federal and state laws and constitutional provisions that prohibit discrimination, including without limitation all such laws and provisions that prohibit discrimination on the basis of disability, race, color, gender, national origin, religion, or ancestry.

5.03 Inapplicable State Laws and Regulations. The Parties agree that, except as provided in this Agreement or required by Applicable Law, no provision of Indiana law otherwise applicable to a governing body or school corporation, or rule or guideline adopted by the State Board, shall apply to the School or its operation.

ARTICLE VI: PERSONNEL

6.01 Personnel Decisions. Operator is responsible for all personnel and human resources aspects of the School’s operation, including without limitation all personnel decisions in the School, and shall not be bound by any contract entered into by IPS under IC § 20-29.

6.03 **Employment Status.** Unless expressly agreed otherwise in writing, employees of Operator who work in the School (“School Personnel”) shall not be employees of IPS.

6.04 **Criminal History Background Checks.** Operator shall perform all criminal history background checks required by Applicable Law, including without limitation those required on School Personnel, applicants, vendors, contractors, and volunteers.

6.05 **Certified Personnel.** The School’s certified personnel shall at a minimum have the qualifications required by Applicable Law for such personnel employed in an Innovation Network School.

6.06 **Employment Records.** Operator is responsible for maintaining the employment records for all School Personnel.

6.07 **Employee Complaints and Grievances.** The Parties agree that an employee of a Party with a complaint or grievance will utilize the policy of his or her employer that is applicable to the complaint or grievance and will not be permitted to use the policy of the Party that is not his or her employer.

6.08 **Investigations.** The Parties agree to work collaboratively on any investigation relating to the School that may involve each other’s employees to the extent necessary to promptly and accurately complete any such investigation.

**ARTICLE VII: POLICIES AND PROCEDURES**

7.01 **Policies and Procedures.** Operator represents that the general operational policies and procedures that it plans and intends to use in operating the School (“School Policies”) shall be provided to IPS by no later than June 15, 2016. If any material change is made to the School Policies during the Term of this Agreement, Operator shall provide notice to IPS of such change, and an updated copy of the affected policies or procedures, within thirty (30) days of the adoption of the change.

7.02 **Required Policies and Procedures.** The School Policies must include, without limitation, policies and procedures relating to the manner in which Operator will (a) receive and address complaints and other comments from students’ parents and guardians, other stakeholders, and the public generally; (b) receive and resolve grievances and complaints from School Personnel; (c) comply with Title IX; (d) comply with the McKinney-Vento Act; and (e) implement School discipline, including the process for appealing disciplinary decisions. The School Policies also must include any other policies and procedures required by Applicable Law.

**ARTICLE VIII: FACILITIES**

8.01 **Facilities and Permitted Use Thereof.** The Building and related equipment, furnishings, and property improvements, including any athletic fields and related improvements, and the land on which the Building and related improvements are located (“Land”), are collectively referred to herein as the “Facilities.” The Parties acknowledge that all Facilities are owned by IPS. Beginning on June 15, 2016 (“Possession Date”), and during the Term of this Agreement, Operator may use and occupy the Facilities solely for the operation of the School as
permitted by this Agreement and Applicable Law. Operator may permit use of the Facilities by persons or groups associated with it for functions and educational activities consistent with the use of a public school building, and in accordance with IPS policies regarding facility use or an alternative policy agreed to by the Parties. To the extent the Operator wishes to use the facilities for educational activities, separate from the School but associated with its educational purposes, Operator will seek approval from IPS, and such approval shall not be unreasonably denied. Operator shall not use or permit the use of the Facilities for any purpose not permitted by this Agreement or for any purpose that would be deemed to be a public or private nuisance. Operator shall abide by all reasonable rules and regulations established by IPS for purposes of reasonably protecting and preserving the Facilities. At least annually, Operator will make a good faith determination as to whether it will use all the equipment, furniture, furnishings, and other personal property of IPS in the Facilities permitted to be used by Operator in connection with its operation of the School (the “Furnishings”). To the extent there are such Furnishings that Operator has determined it is not using and will not use for such purposes, Operator will provide IPS with a list of such Furnishings, and IPS shall remove and use the Furnishings within thirty (30) days of submission of the annual equipment list. Operator will not be liable for maintenance or damages for equipment or furnishings left on the premises after such time period.

8.02 Use by Community Groups. The use of the Facilities by community groups (“Community Groups”) shall be prohibited without the consent of IPS, which may be withheld in its sole discretion. Any such use shall also require that such Community Groups execute the standard form use and waiver documents, and provide evidence of appropriate insurance (including without limitation commercial general liability and worker’s compensation coverage), as then may be required by IPS. The term Community Groups shall not include organizations permitted to use the Facilities in accordance with Section 8.01 above.

8.03 Additional Programming in Building. Notwithstanding Section 8.01 above, Operator and IPS shall be able to provide additional programs in Building upon the written agreement of the Parties.

8.04 Changes in the Building. IPS reserves the right to change the Facilities by changing the exterior facade of the Building or the number and use of all buildings on the Land other than the Building; provided that the size of the Building shall not be materially decreased and the exterior entrances to the Building shall not be closed or materially obstructed. Such changes shall not, to the extent reasonably practicable, be made during School Hours. Additionally, IPS shall provide Operator with notice of such changes prior to the commencement of work by IPS. Further, if the Building does not have sufficient capacity reasonably necessary to serve students, then Operator may, at its own expense and subject to the prior written approval of IPS, which shall not be unreasonably withheld, install and utilize modular classroom units.

8.05 AS IS Condition. Operator hereby agrees and acknowledges that the Facilities are being made available in an “AS IS” condition, without warranty or representations of any type, including, without limitation, any implied warranties of habitability or suitability for a particular purpose. Operator hereby acknowledges that it has had the opportunity to perform, and to the extent it so desires has performed, such inspections of the Facilities and is relying solely upon such inspections as the basis for accepting the Facilities in their “AS IS” condition and is not relying in any way upon any statement of IPS or any information provided by IPS or on IPS’
behalf. Notwithstanding anything to the contrary in this section, IPS shall deliver the Facilities in a condition acceptable to the Indiana State Department of Health for the operation of a school. All Furnishings located in the Building as of the Possession Date shall be available for Operator’s use in operating the School pursuant to Section 8.01 above. The Parties acknowledge and agree that the Building is currently scheduled to undergo certain renovation and improvements, and IPS agrees that it will perform such renovations and improvements in substantially the same manner, and on substantially the same schedule, as its current plans.

8.06 Holding Over. In the event Operator remains in possession of the Building with IPS’ written permission after the termination of this Agreement, Operator shall be deemed to be occupying the Building as a tenant at sufferance and shall immediately vacate the Building upon written request from IPS.

8.07 Surrender of the Facilities. On the termination of this Agreement, Operator shall leave the Facilities in good condition and repair. Operator shall return and surrender to IPS all keys, security access cards, mail box keys, and keys to interior doors and improvements that were provided to Operator by IPS. Operator shall remove from the Facilities all of its trade fixtures, operating equipment, furniture, and other personal property, and shall repair any damage occasioned by any such removal not later than the termination date of this Agreement. In no event shall Operator remove any Furnishings, Facilities, or personal property provided by IPS. The obligations under this Section shall survive the termination of this Agreement.

8.08 Possession. Operator shall have the right to assume possession of the Building on the Possession Date, subject to the terms of this Agreement.

8.09 Services. IPS agrees to furnish Operator the following services related to the Facilities (the “Services”) in a manner in which such services are customarily provided in schools that IPS operates:

   a. Hot and cold water;
   b. Sanitary sewer service;
   c. Electrical and gas service;
   d. Heating, ventilating and air conditioning (“HVAC”) service during the hours of 7:00 a.m. to 7:00 p.m. during normal school days for the School (“School Hours”), and during a reasonable number of activities and events related to the School that occur outside of School Hours (“Special Events”), but HVAC service shall be available for additional non-School Hours that are not Special Events provided that Operator shall reimburse IPS for the excess costs of such service based on a per hour rate reasonably established by IPS as an estimate of the costs of such service, and if the establishment of such rate becomes necessary, it shall be separately negotiated between the Parties on an annual basis;
   e. Fire protection sprinkler system;
   f. Lawn care;
g. Security for the School; and

h. Intercom and bell services.

8.10 Facilities Security and Related Information Technology. The Parties hereby acknowledge and agree that IPS shall provide services relating to security for the Facilities as set forth in this Section 8.10. IPS shall provide Operator with access control cards to the Facilities in substantially the same manner as it provides such cards at IPS’ other schools, and Operator shall be responsible for distributing and maintaining such cards. Operator shall be permitted to use, at its sole discretion, the security equipment located within the Building, which is not to be used with regard to IPS’ security obligations as set forth below. Such security equipment shall be included in the term Furnishings. Notwithstanding the foregoing, IPS security cameras shall remain in the current locations, subject to relocation of such cameras by IPS from time to time. IPS shall provide security and emergency notice services in a manner consistent with its procedures for other IPS schools, as established from time to time. IPS shall be responsible for the maintenance and repair of fire monitoring and access control equipment in a manner consistent with its practice for other IPS schools and subject to reasonable restrictions established by Operator. IPS’ obligations under this Section are conditioned on Operator providing any special electronic bridge access required to be compatible with IPS’ system and other access and information related to the security systems required to ensure IPS’ ability to monitor and maintain the above referenced security and emergency notice systems equipment for the Facilities. Operator and IPS shall cooperate with regard to their security equipment and related information technology systems to ensure compatibility. IPS shall provide bridge access to the security systems, including camera monitoring, HVAC, door access control, and fire systems as customarily provided to other IPS schools. The Parties shall cooperate to develop a communication protocol allowing for notification of IPS in case of an emergency regarding the Facilities or in case of a security breach regarding the Facilities during non-School Hours. Operator shall provide IPS with a list of security equipment purchased and shall collaborate with IPS to insure consistency between Operator’s and IPS’ standard security equipment and needs. IPS shall not be responsible for any costs incurred by Operator in purchasing security equipment, nor for any additional costs resulting from the use or the inconsistency of the security systems. IPS Police shall be made available to Operator for emergencies at the School. Operator shall continue to have and comply with all obligations for student safety that it has pursuant to the Charter and Applicable Law.

8.11 Technology Infrastructure; Network Services. IPS shall be responsible for providing, repairing, and maintaining technology infrastructure and network services at the School, including providing internet and phone service at the School, in a manner that is reasonably comparable to other IPS schools. Operator shall provide IPS with a list of equipment purchased and collaborate for consistency between the standard equipment and needs of the School. The initial information technology equipment located at the School as of the commencement of the Term is included in the defined term Furnishings. IPS will not be provided with access to Operator’s internet or communication systems except as the Parties may agree, and to the extent reasonably required for IPS to provide the security services required under this Agreement, including required monitoring systems, camera monitoring, HVAC, door access control, and alarms.
8.12 **Snow and Ice Removal.** IPS shall provide snow and ice removal from the sidewalks, parking areas, and driveways at the Facilities at times during School Hours in a manner which will be at a standard that is at least equal to that provided by IPS for IPS schools.

8.13 **Suspension of Services.** IPS reserves the right to suspend service of the HVAC, electrical, gas, water, plumbing, or other mechanical systems in the Building, and sweeping and maintenance of the Facilities, when necessary by reason of governmental regulations, civil commotion or riot, accident or emergency, or for repairs, alterations, or improvements which in the reasonable judgment of IPS are necessary, or for weather or any other reason beyond the power or control of IPS. IPS shall not in any way be liable or responsible to Operator for any loss or damage or expense which Operator may sustain or incur if, because of conditions beyond IPS’ control, the quantity or character of any utility service is changed or is no longer available or suitable for Operator’s requirements. IPS shall make commercially reasonable efforts to ensure that the utility services or mechanical systems are reinstated as soon as reasonably possible. IPS shall use commercially reasonable efforts, consistent with its procedures at other IPS schools, to complete all repairs, alterations, and maintenance in a manner that is calculated to avoid any material interference with the operation of the School.

8.14 **Excessive Use.** In the event that any lights, machinery, or equipment, including but not limited to, computers and servers, used by Operator in the Facilities materially affects the temperature otherwise maintained in the Facilities, or if Operator’s use of the Facilities results in Services being used in excess of that which is reasonable and customary for a similarly operated school in a building owned by IPS of a similar age and condition with an academic program substantially similar to the School’s academic program, the costs of such excess Services as determined by IPS, acting reasonably and in good faith, shall be charged to Operator and shall be due to IPS within thirty (30) days of written invoice for such service. If IPS reasonably determines that Operator’s use of the School resulted in electrical, gas, water, or sewage usage that can be shown to exceed the usage at comparable schools operated by the IPS, with an academic program substantially similar to the School’s academic program, IPS shall be entitled to install, at Operator’s expense, meters, submeters, or other measuring devices to determine the consumption of such Services in the Facilities.

8.15 **IPS’ Maintenance and Repair Obligation.** IPS shall keep the foundation, walls, exterior windows, and exterior and interior doors (including window and door frames, door hardware, opening and closing systems, and plate glass in said windows and doors), structural columns, HVAC and fire protection, and security equipment and systems relating to or serving the Facilities, to the extent they are IPS’s obligation to provide under this Agreement, wherever located, and gas, electrical, water, and sanitary sewer systems and equipment relating to or serving the Facilities, in good condition and repair. In addition, IPS shall keep the parking areas, driveways, sidewalks, entryways, loading docks, roof, gutters, and downspouts in or adjacent to the Facilities, or used by Operator in connection with its operation of the School, in good condition and repair. Any maintenance, repairs, or replacements to such matters made necessary by any negligence or willful misconduct of Operator, its agents, employees, invitees, or students attending the School (collectively, “Operator’s Affiliates”) shall be paid for by Operator. IPS, at reasonable times and without prior notice, may inspect and make repairs to the Facilities as IPS reasonably may deem necessary, and to alter, improve, or repair any portion of the Facilities. IPS shall use reasonable efforts to restrict inspections and repairs requiring entry into the Facilities to
other than the School Hours, or to otherwise perform the same so as to avoid any material interference with the operation of the School in the same manner as it does for other IPS schools.

8.16 **Operator’s Maintenance and Repair Obligation.** All maintenance, repairs, or replacements relating to fixtures, furnishings and equipment serving the Facilities which are not the obligation of IPS under this Agreement shall be the obligation of Operator and shall be made by Operator at Operator’s sole cost and expense. Operator shall keep the Facilities in good repair and order at all times, subject to normal wear and tear.

8.17 **Alterations.** Except as otherwise agreed by the Parties in writing, Operator shall not paint, decorate, install canopies or awnings, or in any way change the Building exterior (or the appearance thereof). No remodeling, additions, alterations, or structural change shall be made in the Building by Operator without the prior written consent of IPS, which shall not be unreasonably withheld. Operator shall have the right to install all furniture, furnishings, equipment and signage it reasonably deems necessary or desirable for its operation of the School, all at no cost to IPS. No additions to the existing Building or the construction of new buildings by Operator shall be permitted. Operator may attach non-permanent materials and fixtures to the walls of the Facilities including, without limitation, the cafeteria, library, common areas, grounds, parking lot and driveways of the Building. Upon the expiration or earlier termination of this Agreement, Operator may remove any non-permanent materials and movable fixtures that it installed that are not attached to real property. Any improvements, furnishings, and equipment installed on the Building shall be maintained by Operator, at Operator’s expense, in good condition and repair. All permitted alterations, changes, partitions, and installations of improvements (the “Alterations”) shall be performed by a contractor duly licensed by the state or local authority responsible for licensing building contractors and approved by IPS, such approval not to be unreasonably withheld. Operator hereby agrees to indemnify and save harmless IPS from any and all costs or expenses, including attorneys’ fees, that IPS may incur by reason of any claim for labor performed or material furnished or violation of any federal, state, local statute, regulation, ordinance, or other law that may arise by reason of the installation of any Alteration or fixtures, equipment, or partitions by Operator as herein provided. No installation of, repair to, or other activity concerning equipment within or other Alterations made to the Building shall: (a) adversely affect the structural integrity of the Building; (b) impair or affect the weather-tight condition of the roof or decrease the roof’s useful life; (c) overload electrical circuits or equipment; (d) overload or unreasonably burden plumbing, water, or sanitary sewage disposal facilities; (e) overload, unreasonably burden, or otherwise adversely affect heating, air conditioning, and other mechanical facilities or equipment; or (f) otherwise affect the Building in any materially adverse way. Any and all personal property and unattached equipment installed by Operator may be removed at the termination of this Agreement, provided that Operator shall repair any and all damage caused by the removal of any such personal property or unattached equipment. Any personal property and unattached equipment remaining in the Building upon termination of this Agreement shall, if not removed within 10 days after written demand from IPS to Operator to remove the same, at IPS’ option in its sole discretion, become the property of IPS, and IPS may retain or dispose of such personal property and unattached equipment in its sole discretion and without liability to account to Operator; provided, Operator shall reimburse IPS for the costs of storing or disposal of such personal property or unattached equipment. Operator shall submit to IPS detailed plans and specifications in connection with any Alterations and evidence that said plans and specifications are in compliance with Applicable Law. If such Alterations are
not in compliance with Applicable Law, Operator shall, at Operator’s cost, make such modification or alteration to the completed Alterations as shall be required to bring the same in compliance with Applicable Law. IPS’ consent to the plans and specifications, or any work proposed or completed by Operator, shall not be deemed a representation or affirmation regarding compliance with any such Applicable Law. In any event, Operator shall not remove any improvements and shall surrender the Facilities at the end of the Term in good condition and repair, ordinary wear and tear and damage by casualty or condemnation excepted.

8.18 Signage. All of Operator’s exterior signage and interior signage visible from outside the Building shall be subject to approval of IPS. Without limiting the foregoing, the Parties agree that the School shall be known Cold Spring School, and further agree to refer to the School by such name, including without limitation, in any written materials.

8.19 Environmental. Except for “Hazardous Materials” (as such term is defined herein) stored or used in the ordinary course of Operator’s operation of the School and in compliance with Applicable Law, Operator shall not cause or permit any Hazardous Materials to be brought, used, stored, generated, or disposed of on, in, under, or about the Facilities, by Operator or Operator’s Affiliates in violation of any “Hazardous Materials Laws” and shall operate from the School in full compliance with all “Hazardous Materials Laws,” as defined below. Operator shall be solely responsible for the violation of Hazardous Materials Laws caused by Operator’s or Operator’s Affiliates. IPS shall be solely responsible for the violation of Hazardous Materials Laws caused by IPS or its employees, agents or contractors. The term Hazardous Materials means and includes, without limitation, any flammable explosives, radioactive materials, asbestos, organic compounds considered to be hazardous (including those organic compounds known as polychlorinated biphenyls), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, as such substances are defined or included in the definition of “hazardous substances,” “hazardous wastes,” “extremely hazardous wastes,” “hazardous materials,” or “toxic substances” under the Hazardous Materials Laws. The term Hazardous Materials Laws shall mean and include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act and the Safe Drinking Water Act, as the same may be amended from time to time, as well as any similarly related federal, state and local laws and ordinances, and regulations now or hereafter adopted or promulgated pursuant thereto. Operator’s and IPS’ obligations under this Section shall survive the expiration or earlier termination of this Agreement.

8.20 Waiver of Subrogation. IPS hereby releases Operator from any liability to IPS (or anyone claiming through or under Operator by way of subrogation) for any loss or damage to the Facilities, caused by fire or other perils normally covered by standard casualty insurance whether or not such property is actually insured against any such loss, even if such loss or damage shall have been caused by the fault or negligence of Operator or Operator’s staff, contractors, students, visitors, employees, officers, invitees or agents (collectively, “Operator’s Occupants”). Operator hereby releases IPS from any liability or responsibility to Operator (or anyone claiming through or under IPS by way of subrogation) for any loss or damage to Operator’s property caused by fire or other perils normally covered by standard casualty insurance, whether or not such property is actually insured against any such loss or damage, even if such loss or damage shall have been
caused by the fault or negligence of IPS or IPS’ staff, contractors, students, visitors, employees, officers, invitees, or agents (collectively, “IPS’ Occupants”). Any fire and casualty insurance obtained by IPS or Operator shall recognize this Section and contain an appropriate waiver of subrogation clause.

8.21 Lien. Except as provided in the next sentence, Operator shall not through its actions allow the Facilities to become subject to any security interest, lien, charge, or encumbrance whatsoever. If any mechanic’s lien, materialmen’s lien, or other lien is placed against the Facilities as a result of Operator’s actions, or those of Operator’s Affiliates, Operator shall, within 40 days after notice thereof, remove same or cause the same to be released and discharged of record by posting a bond with the appropriate court of law in the amount of the lien. Operator shall indemnify and hold IPS harmless in the event of any default by Operator under this provision, which indemnification shall survive the expiration or sooner termination of this Agreement.

8.22 Casualty. In the event the Building or other Facility is partially or totally destroyed by fire or other casualty, then, subject to the following terms of this Section, IPS shall repair or restore the same to substantially the same condition as existed prior to such fire or other casualty. Notwithstanding the foregoing provision, in the event the Building or other Facility is partially or totally destroyed by fire or other casualty, and such damage will result in uninsured costs in excess of $100,000 to repair or restore, IPS in its sole discretion shall have the option to either rebuild and repair the Building or other Facility or to terminate this Agreement. IPS shall give notice in writing to Operator of IPS’ election to rebuild and repair or to terminate this Agreement, as the case may be, within thirty (30) days of the happening of the event of destruction or damage (“IPS’ Casualty Election”). IPS shall use all commercially reasonable efforts to provide temporary space in another school owned or run by IPS and, if reasonably possible, located within a radius of five (5) miles of the Building, for Operator following a casualty loss unless IPS has elected to terminate as permitted above; provided, however, that IPS shall have no obligation to provide temporary space for Operator if the period in which the Building or other Facility is unavailable for Operator’s use is ten (10) days or less. If the Building or other Facility is rendered partially or wholly untenable from fire or other casualty, and if IPS does not provide temporary space, Operator shall have the option to terminate this Agreement, so long as Operator provides written notice to IPS of Operator’s exercise of the option to terminate within thirty (30) days of receipt of IPS’ Casualty Election. In the event IPS elects to rebuild and repair and Operator does not exercise its option to terminate, IPS shall proceed with the same as soon as practical and in all events shall use commercially reasonable efforts to cause such rebuilding and repair to be completed to substantially the same condition as existed prior to such destruction as soon as is reasonably possible.

8.23 Eminent Domain. If the whole or any material part of the Building or Facilities shall be taken or acquired by any public or quasi-public authority under the power or threat of eminent domain, this Agreement shall terminate as of the later of (a) the day possession shall be taken by such public or quasi-public authority or (b) 90 days following Operator’s election to terminate, which election shall be available to Operator at any time after notice of the planned taking or acquisition is given. All compensation awarded or paid for any taking or acquiring under the power or threat of eminent domain, whether for the whole or a part of the Facilities, shall be the sole property of IPS, and Operator hereby assigns to IPS all of Operator’s right, title,
and interest in and to any and all such compensation; provided, however, that IPS shall not be entitled to any award specifically made to Operator for the taking of Operator’s furniture, furnishings, and improvements. IPS represents and warrants that to its knowledge no eminent domain action is currently pending or contemplated with respect to the Building or the Facilities.

8.24 **Taxes.** The Building and Land are currently exempt from all real estate taxes. To the extent that any real estate taxes are assessed against the Building and Land during the Term of this Agreement, IPS shall be responsible for paying such taxes. Operator shall be responsible for all taxes imposed on Operator’s own fixtures, equipment, and other personal property.

8.25 **Force Majeure.** In the event that IPS or Operator is delayed, hindered in, or prevented from doing or performing any act or thing related to the Facilities required by this Agreement by reason of strikes, lock-outs, casualties, Acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riots, insurrection, war, or other causes beyond the reasonable control of such Party, then such Party shall not be liable or responsible for any such delays, and the doing or performing of such act or thing shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however that the foregoing shall not limit IPS’ obligations under Sections 8.22 and 8.23.

8.26 **No Lease.** The Parties acknowledge and agree that this Agreement is not a lease, provides no real estate interest in the Building or Land, and provides to Operator merely a right to possession of the Facilities for the limited and exclusive purpose of operating the School.

**ARTICLE IX: FINANCIAL MATTERS**

9.01 **Monthly Payment.** Until IPS implements WSF, as defined below, IPS shall pay Operator a monthly payment (“Monthly Payment”) that is equal to (a) the average amount of state basic tuition support and complexity grant funding that IPS then receives from the State of Indiana per student (“IPS Per Pupil Average”), multiplied by (b) the number of students reported in the most recent Average Daily Membership (“ADM”) count for the School. The Parties acknowledge that the annual IPS Per Pupil Average for the 2016-17 school year is currently projected to be $6,971.48, and that the IPS Per Pupil Average may increase or decrease during the Term of this Agreement based on changes in the State of Indiana’s school funding formula. The Parties further agree that, until the School’s first ADM count in year one, IPS will pay Operator a Monthly Payment based on the School’s projected enrollment, which shall be determined for the School in the same manner as it is for other IPS schools, and that such payments will be subject to a subsequent true-up based on the School’s actual ADM count.

9.02 **Weighted Student Funding.** The Parties acknowledge that IPS is currently developing policies and procedures for allocating funds and resources to individual IPS schools based on the needs of each school’s students, which has been commonly referred to as “student-based allocation” or “weighted student funding” (“WSF”), and that IPS is expected to implement WSF beginning in the 2017-18 school year. The Parties agree that, once IPS implements WSF, the Monthly Payment that Operator receives from IPS will no longer be determined based on the IPS Per Pupil Average, and will instead be determined based on the policies and procedures used to determine the amount of funding and resources IPS allocates to schools pursuant to WSF,
including without limitation any hold harmless provisions that are applicable pursuant to WSF. The Parties further agree that, if Operator believes the funding and resources it is to receive pursuant to WSF are not reasonably sufficient to operate the School, then Operator may request an adjustment to the funding and resources that Operator receives, and the Parties will engage in good faith negotiations regarding whether such an adjustment would be appropriate. If the Parties do not agree on such an adjustment, then the policies and procedures that are implemented pursuant to WSF shall apply.

9.03 **ADM.** The ADM for the School shall be determined pursuant to Applicable Law then in effect. The Parties agree that there currently are two ADM counts each year. Operator shall report the ADM to IPS in a timely manner as required by Applicable Law. Operator represents and warrants that the ADM and Student Count it reports to IPS shall be complete and accurate.

9.04 **ESEA and Other Governmental Funding and Grants.** Operator shall cooperate with IPS in IPS’ efforts to obtain federal Elementary and Secondary Education Act (“ESEA”) funds for the School, including without limitation Title I, Title II, and Title III funds, and other governmental funding, in the same manner that other IPS schools cooperate in such efforts. The School shall be eligible to receive a share of any such ESEA funds in the same manner, within reasonably the same timeframe, and pursuant to the same criteria as other IPS schools.

9.05 **Timing of Payments.** Beginning July 1, 2016, IPS shall pay Operator (a) the Monthly Payments by electronic funds transfer no more than three (3) business days after receiving payment of state basic tuition support and complexity grant funding from the State of Indiana.

9.06 **Philanthropic Gifts.** Any funds received by a Party through philanthropic gifts, grants, or donations from individuals or nongovernmental organizations shall be the sole property of the Party that received them. Operator may, with prior approval of IPS, which shall not be unreasonably withheld, erect signage in honor of or tribute to donors. The Parties may agree in writing to engage in joint fundraising efforts and shall allocate any funds raised through such efforts in the manner set forth in such written agreement.

9.07 **Additional Governmental Grants.** To the extent that additional governmental grant opportunities become available for the benefit of the School, and such grant funds are not already received directly by Operator for use in the School, the Parties shall reasonably cooperate in attempting to obtain such additional grant funds, and the School shall be eligible to receive such grant funds obtained by IPS in the same manner, and pursuant to the same criteria, as other IPS schools.

9.08 **Contracting.**

(a) **General Contracting.** Each Party is responsible for obtaining, contracting with, and paying its own vendors for goods it acquires and services it provides under this Agreement.

(b) **Purchasing and Procurement.** Each Party will be subject to the purchasing and procurement laws and requirements applicable to that Party.
9.09 **Preoperational Funds.** On or before May 2, 2016, IPS shall transfer to Operator preoperational funds in the amount of $80,000 (“Preoperational Funds”), to be used by Operator as follows: (a) $25,000 to support the salary of a Director of Academics, and (b) $65,000 for budgeting work and professional development. Beginning on July 1, 2017, IPS shall have the right to withhold an amount no greater than $3,333.33 from each Monthly Payment that it makes to Operator until IPS has recouped all Preoperational Funds that it transferred to Operator. The Parties shall work together in good faith to identify an appropriate person to serve as Director of Academics.

9.10 **Accounting and Audits.** Operator shall comply with generally accepted fiscal management and accounting principles. In addition to any audits required by Applicable Law, Operator shall submit to IPS within 180 days following the end of each fiscal year during the Term of this Agreement financial statements audited by an independent certified public accountant.

**ARTICLE X: COMMUNITY RELATIONS**

10.01 **Media and Communications.** The Parties shall reasonably cooperate in responding to any media communications regarding the School or its operation.

**ARTICLE XI: ADDITIONAL SERVICES**

11.01 **Transportation.** At no cost to Operator, IPS shall provide transportation on school days to students who are enrolled in the School in substantially the same manner that transportation is customarily provided to similarly situated students who attend magnet schools operated by IPS, including without limitation transportation for field trips, non-program activities, electives, and extra-curricular activities for the School’s students to substantially the same extent and in substantially the same manner that IPS provides transportation for students in other IPS schools, so long as such transportation can be provided at a cost that is reasonably comparable to the cost of providing transportation at other IPS schools. Operator may provide transportation for study or field trips related to the School’s instructional program so long as such transportation is reasonably comparable to transportation that is provided by IPS and complies with Applicable Law. In the event that Operator provides summer school, Operator and IPS will cooperate as reasonably necessary to develop a plan for providing transportation for the School’s students who are enrolled in summer school, and IPS will provide transportation services for such Students to substantially the same extent and in substantially the same manner that IPS provides transportation for similarly situated students in IPS magnet schools enrolled in summer school. The Parties agree that the School’s students waiting for or travelling in transportation provided by IPS remain subject to the School’s applicable rules, regulations, and code of conduct, and that the Parties will cooperate with respect to any discipline that relates to a student’s ability to travel in IPS transportation. In the event there is an accident or other incident concerning student safety that occurs while the School’s students are travelling in transportation that IPS provides, IPS will promptly notify Operator.

11.02 **Food Services.** At no cost to Operator, IPS shall provide food services at the School and receive all revenue related to its provision of such services. Operator shall provide to IPS all information reasonably necessary for IPS to provide such services, including without limitation, all demographic information required by law for all students enrolled in the School to
qualify for and participate in the free and reduced price breakfast, lunch, and such programs. IPS will provide all food services under this Agreement at a level comparable to such services provided to students at schools operated by IPS.

11.03 Additional Services. Until IPS implements WSF, IPS shall, at no cost to Operator, provide a social worker, media assistant, literacy coach, and custodial staff to perform services ("Additional Services") at the School in substantially the same manner as such personnel provide such Additional Services at other IPS schools; provided, however, that IPS will provide a literacy coach as part of such Additional Services only if the cost of such literacy coach can be funded through Title I pursuant to IPS’ district-wide literacy program before distributing the remaining Title I funding to the School. Once IPS implements WSF, IPS shall no longer have any obligation to provide personnel to perform Additional Services as set forth above, and the extent to which IPS provides any of the Additional Services at the School shall instead be determined based on the policies and procedures regarding the allocation of resources pursuant to WSF.

11.04 Office and Classroom Supplies. IPS shall allow Operator to purchase office and classroom supplies from IPS to the extent such purchases are permissible under contracts to which IPS is a party and by Applicable Law.

11.05 Local Assessments. IPS shall, at Operator’s request, provide to Operator reasonable access to all local assessments in substantially the same manner as such access is provided to other IPS schools, including without limitation such access to NWEA, MCLASS, SRI, and other local assessments, at no cost to Operator.

11.06 Cost of Goods and Services. The Parties agree that to the extent IPS provides any goods or services to Operator related to the School, whether pursuant to this Agreement or otherwise, IPS may not charge Operator more for such goods or services than IPS pays for them, and that IPS is not charging more for the goods or services IPS is providing under this Agreement than IPS pays for them.

ARTICLE XII: PROGRAM EVALUATION AND REPORTS

12.01 Reports. The Parties will cooperate in identifying the reports that Operator will be required to provide to IPS, including financial and other reports, and the schedule on which such reports will be provided. The Parties anticipate that such reports will be substantially similar to reports submitted by other IPS schools. Operator shall in any event provide all information and reports reasonably necessary to allow IPS to obtain public funding and otherwise comply with Applicable Law.

ARTICLE XIII: INTELLECTUAL PROPERTY

13.01 Proprietary Materials. Each of the Parties shall own its own intellectual property including without limitation all trade secrets, know-how, proprietary data, documents, and written materials in any format. Any materials created exclusively by IPS for the School shall be owned by IPS, and any materials created exclusively by Operator for the School shall be Operator’s proprietary material. The Parties acknowledge and agree that neither has any intellectual property interest or claims in the other Party’s proprietary materials. Notwithstanding the foregoing,
ARTICLE XIV: INSURANCE AND RISK OF LOSS

14.01 Insurance Coverage. Operator shall secure and keep in force during the Term of this Agreement commercial general liability insurance coverage, including contractual coverage, automobile liability insurance coverage, and sexual misconduct and molestation coverage, with minimum liability limits of $1,000,000 per occurrence, with a $2,000,000 annual aggregate. IPS is to be named as an additional insured under such coverage for any liability arising, directly or indirectly, under or in connection with this Agreement, or with regard to the operations of the School or any event arising therefrom. IPS shall maintain casualty insurance on the Facilities and on its personal property and commercial general liability coverage applicable to any services it provides at the School, in substantially the same manner as it maintains such insurance with respect to other IPS schools. Operator shall also maintain (a) broad form casualty coverage for all personal property located or used at the School, including the Furnishings, which coverage shall be on a full replacement value basis, and (b) worker’s compensation insurance to the extent required by the laws of the State of Indiana. Any deductible or other similar obligation under Operator’s insurance policies shall be the sole obligation of Operator and shall not exceed $25,000. Notwithstanding the foregoing requirement regarding insurance coverage, IPS shall have the right to self-insure part or all of said insurance coverage in IPS’ sole discretion. In the event IPS elects to self-insure all or any part of any risk that would be insured under the policies and limits described above, and an event occurs where insurance proceeds would have been available but for the election to self-insure, IPS shall make funds available to the same extent that they would have been available had such insurance policy been carried.

14.02 Form of Policies. All of Operator’s insurance policies shall be issued by insurance companies qualified to operate in Indiana and otherwise reasonably acceptable to IPS. Such policies shall name IPS, and such other related parties as IPS elects, as additional insureds. Evidence of insurance shall be delivered to IPS on or before the Possession Date, and thereafter within thirty (30) days prior to the expiration of the term of each such policy, or immediately upon Operator’s obtaining a new policy. Such coverage may be maintained under a blanket insurance policy of Operator.

14.03 Indemnification. Subject to the policy limits of the insurance coverage required by this Agreement, Operator will protect, defend, indemnify, and save harmless IPS from and against all claims and suits, including court costs, attorneys’ fees, and other expenses, caused by the acts or omissions of Operator, its employees, officers, directors, trustees, subcontractors or agents in relation to the School or the performance of its obligations under this Agreement. Subject to the policy limits of the insurance coverage required by this Agreement, IPS will protect, defend, indemnify, and save harmless Operator from and against all claims and suits, including court costs, attorneys’ fees, and other expenses, caused by the acts or omissions of IPS, its employees, officers, directors, trustees, subcontractors or agents in relation to the School or the performance of its obligations under this Agreement.

14.04 Evidence of Insurance. Upon request, a Party will furnish a certificate of insurance to the other Party evidencing the required coverage within thirty (30) days after the Possession
Date of this Agreement and annually thereafter. Each Party will provide to the other Party notice of any cancellation or material adverse change to such insurance within thirty (30) days of such occurrence.

14.05 Cooperation. To the extent that it is reasonably practicable, each Party will comply with any information or reporting requirements required by any of the other Party’s insurers.

14.06 Insurance Companies. All insurance coverage described in this Article shall be obtained from companies that are authorized to do business in the State of Indiana that have an A.M. Best Rating of “A” or better.

ARTICLE XV: SAFETY OF STUDENTS

15.01 Health and Well-Being of Students. The Parties agree to use their best efforts to reasonably cooperate to the extent it is necessary to protect the safety and well-being of students enrolled in the School pursuant to the terms of this Agreement and Applicable Law.

ARTICLE XVI: IMMUNITY

16.01 No Waiver of Immunity. Nothing in this Agreement shall be construed to waive any immunity to which IPS, the School, Operator, or any individual or entity is entitled under Applicable Law.

16.02 Mutual Release from Liability. To the extent permitted by Applicable Law, each Party will release the other Party and all of its respective employees, officers, directors, trustees, subcontractors, and agents from any losses, liabilities, damages, and claims that may arise out of, or by reason of, any act or omission of the releasing party under this Agreement. This mutual release applies only to the extent that it reiterates existing law and enforces each Party’s obligations as may be permitted by law. This mutual release does not and shall not be construed to expand or increase the liability or scope of its liability of either Party.

ARTICLE XVII: TERM OF THE AGREEMENT; TERMINATION

17.01 Term. The term of this Agreement shall begin on the Commencement Date and end on June 30, 2021 (“Term”). This Agreement is subject to the termination provisions below.

17.02 Termination.

(a) Termination Rights of Both Parties. Either Party may terminate this Agreement in the event that the other Party fails to remedy a material breach of this Agreement within 30 days after written notice by the non-breaching Party of such breach; provided, however, that if the breach would affect the safety or well-being of a student or is not reasonably capable of being cured, then no such notice and opportunity to cure shall be required.

(b) Material Breach: For purposes of Section 17.02(a), a “material breach” of this Agreement shall include the failure of a Party to comply with or fulfill any material obligation, condition, term, representation, warranty, provision, or covenant contained in this Agreement, including without limitation any failure by Operator to meet generally accepted fiscal
management and government accounting principles, comply with Applicable Law, or meet the Educational Goals required by this Agreement.

(c) **Termination by Mutual Written Consent.** This Agreement may be terminated by mutual consent of both Parties, without penalty to either Party, with such termination to be effective at such time, and upon such other terms, as set forth in such written consent.

(d) **Termination Related to Academic Performance.** IPS may terminate this Agreement if the School is placed in one of the lowest two categories of school improvement for three or more consecutive years in which it is operated by Operator. A termination under this Section 17.02(d) shall be effective at the end of the then current school year so long as notice of such termination is provided no later than one hundred eighty (180) days prior to the end of the then current school year.

(e) **Bankruptcy; Dissolution.** This Agreement will terminate immediately upon the (i) filing by any Party of a voluntary petition in bankruptcy; (ii) adjudication of such Party as bankrupt; (iii) the filing of any petition or other pleading in any action seeking reorganization, rearrangement, adjustment, or composition of, or in respect of such Party under the United States Bankruptcy Code or any other similar state or federal law dealing with creditors’ rights generally; (iv) appointment of a receiver, trustee or other similar official of such Party or its property; or (v) the dissolution of its corporate entity.

(f) **Change in Applicable Law.** If any change in Applicable Law is enacted after the Commencement Date will have a material adverse effect on the ability of any Party to carry out its obligations under this Agreement, such Party may, at its election and upon written notice to the other Party, terminate this Agreement or request renegotiation of this Agreement for purposes of complying with such changes in Applicable Law, with any such renegotiation to be undertaken in good faith. If the Party elects renegotiation and the Parties are unable to renegotiate and agree upon revised terms within 30 days after such notice of renegotiation, then this Agreement will be terminated effective at the end of the school year in which such notice was given. A termination under this Section 17.02(f) shall be effective (i) at the end of the then current school year so long as notice of such termination is provided by no later than 180 days prior to the end of the then current school year, or (ii) at the end of the following school year if notice of such termination is provided fewer than 180 days prior to the end of the then current school year.

(g) **Effective Date of Termination.** Unless expressly provided otherwise, any termination pursuant to this Article XVII shall be effective at the end of the then current school year; provided, however, that any termination may be made effective immediately upon written notice if such immediate termination is necessary to protect the health, safety, or welfare of students.

17.03 **Effect of Termination.** In the event of termination under this Agreement, each Party’s obligations to the other with respect to the School shall terminate, except that any obligations that are imposed by Applicable Law, contemplated as surviving termination, or reasonably necessary to wind down the Parties’ relationship created by this Agreement, including without limitation finalizing any reporting requirements imposed by Applicable Law or this
Agreement, record retention requirements, reimbursement for damaged furniture or equipment, and payment owed for time periods prior to termination but not yet paid, shall survive termination. Termination of this Agreement shall not amount to a waiver of any cause of action, for breach of this Agreement or otherwise, that either Party may have against the other.

ARTICLE XVIII: GENERAL AND MISCELLANEOUS PROVISIONS

18.01 Entire Agreement. The terms and conditions of this Agreement, including the Exhibits, which are incorporated herein, constitute the entire agreement between the Parties with respect to the School and all other matters addressed herein, and this Agreement supersedes all prior discussions and agreements, whether oral or written, regarding the subject matter of this Agreement.

18.02 Jurisdiction and Venue. Each Party consents and submits to the jurisdiction of the state and federal courts located in the State of Indiana for purposes of any action, suit, or proceeding arising out of or relating to this Agreement and agrees that exclusive venue for any action, suit, or proceeding arising out of or relating to this Agreement shall be in the state or federal courts located in Marion County, Indiana.

18.03 Governing Law. The laws of the State of Indiana, without regard to its conflict of laws provisions, will govern this Agreement, its construction, and the determination of any rights, duties, obligations, and remedies of the Parties arising out of or relating to this Agreement.

18.04 Counterparts, Facsimile Transmissions. This Agreement may be executed in identical counterparts, all of which will be deemed an original, but all of which will constitute one Agreement.

18.05 Official Notices. All notices and other communications required by the terms of this Agreement must be in writing and sent to the Parties hereto at the addresses set forth below. Unless otherwise agreed in writing by the receiving Party, notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested; (ii) reputable overnight carrier, postage prepaid; (iii) electronic mail if sent to the email address set forth below; or (iv) personal delivery (with written receipt confirming such delivery). Notice will be deemed to have been given two school days after mailing as described in clauses (i) and (ii) above, on the date of personal delivery, or on the date of email transmission if on a business or school day during normal business hours (or, if not, the next succeeding business day). The addresses of the Parties are:

For IPS: Dr. Lewis Ferebee
120 East Walnut Street
Indianapolis, IN 46204
18.06 Assignment. Except as expressly provided in this Agreement, neither Party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other Party, which may be withheld at each Party’s sole discretion.

18.07 Amendment. This Agreement may not be altered, amended, modified, or supplemented except in a written document executed by the Parties.

18.08 Waiver. No waiver of any provision of this Agreement will be effective unless made in writing, no waiver of any breach of any provision of this Agreement shall be held as a waiver of any other or subsequent breach, and no waiver shall constitute a waiver of any other provision of this Agreement unless otherwise expressly stated.

18.09 Severability. The Parties intend that each provision of this Agreement constitutes a separate agreement between them. Accordingly, the provisions of this Agreement are severable and, in the event that any provision of this Agreement shall be deemed invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions will not be affected, but will, subject to the discretion of such court, remain in full force and effect, and any invalid or unenforceable provision will be deemed, without further action on the part of the Parties, amended and limited to the extent necessary to render the same valid and enforceable.

18.10 Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

18.11 No Third-Party Rights. This Agreement is made for the sole benefit of the Parties and their respective successors and permitted assigns. No person or entity who is not a Party to this Agreement shall have, or be deemed to have, any rights under this Agreement or any relationship with either of the Parties by virtue of this Agreement, including without limitation any relationship in the nature of a third-party beneficiary or fiduciary.

18.12 Headings and Captions. The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

18.13 Attorneys’ Fees. In addition to any other remedy provided for herein, the predominantly nonprevailing party in any litigation arising out of or relating to this Agreement shall pay all reasonable costs and expenses (including reasonable attorneys’ fees) incurred by the predominantly prevailing party in successfully enforcing any covenant or obligation imposed by
this Agreement against, or collecting any amounts payable under or pursuant to this Agreement from, the predominantly nonprevailing party in such litigation.

18.14 Remedies Cumulative. The remedies of IPS and Operator provided herein shall be cumulative, and no one of them shall be construed as exclusive of any other or of any remedy provided herein.

18.15 Construction. Whenever a word appears herein in its singular form, such word shall include the plural and vice versa; and the neuter gender shall include the masculine and feminine genders. Use of the words “including”, “such as”, or words of similar import, when following any general term, statement or matter shall not be construed to limit such statement, term or matter to specific items, whether or not language of non-limitation, such as “without limitation”, or “but not limited to”, are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, terms or matter. This Agreement shall be construed without reference of titles of Articles or Sections, which are inserted for reference only.

18.16 Due Authorization. The persons executing this Agreement on behalf of Operator covenant and represent that Operator is authorized to conduct business in the State of Indiana. Operator and IPS covenant and represent that the person, partner or member executing this Agreement on behalf of such party is duly authorized to sign and deliver this Agreement.

COLD SPRING SCHOOL, INC.

By: __________________________
Name: _________________________
Title: __________________________

BOARD OF SCHOOL COMMISSIONERS OF THE CITY OF INDIANAPOLIS

By: __________________________
Name: _________________________
Title: __________________________
Exhibit 1: Articles of Incorporation

ARTICLES OF INCORPORATION

OF

COLD SPRING, INC.

The undersigned Incorporator, desiring to form a corporation (the “Corporation”) pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991, as amended (the “Act”), hereby executes the following Articles of Incorporation:

ARTICLE I

Name

The name of the Corporation is Cold Spring, Inc.

ARTICLE II

Purposes

This Corporation is a public benefit corporation that shall be organized and operated exclusively to conduct, support, encourage, and assist such educational, charitable, scientific, and other programs and projects as are described in Sections 170(c)(2)(B), 501(c)(3), 2055(a)(2), and 2522(a)(2) of the Internal Revenue Code of 1986, as amended, or corresponding provisions of any subsequent federal tax laws (the “Code”). In furtherance of such purposes, the Corporation’s specific purposes shall include operating one or more innovation network schools pursuant to Indiana Code, Title 20, Article 25.7, or corresponding provisions of any subsequent Indiana statute governing innovation network schools.

ARTICLE III

Powers

Notwithstanding any other provision of these Articles of Incorporation, neither the Board of Directors nor the Corporation shall have the power or authority to do any act that
will prevent the Corporation from being an organization described in Code sections 170(c)(2)(B), 501(c)(3), 2055(a)(2), and 2522(a)(2). Subject to the foregoing statement, and subject to and in furtherance of the purposes for which it is organized, the Corporation shall possess, in addition to the general rights, privileges, and powers conferred by the Act or by other law, the following rights, privileges, and powers:

Section 1. To indemnify any person against liability and expenses, and to advance the expenses incurred by such person, in connection with the defense of any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise, and whether formal or informal, to the fullest extent permitted by applicable law, or, if not permitted, then to any extent not prohibited by such law.

Section 2. To cease its activities and to dissolve and surrender its corporate franchise.

ARTICLE IV

Period of Existence

The period during which the Corporation shall continue is perpetual.

ARTICLE V

Initial Registered Agent and Initial Registered Office

Section 1. The name and address of the initial registered agent in charge of the Corporation's initial registered office are Carrie E. Scott, 3650 Cold Spring Road, Indianapolis, Indiana, 46222.

Section 2. The street address of the initial registered office of the Corporation is 3650 Cold Spring Road, Indianapolis, Indiana, 46222.
Section 3. The undersigned hereby represents that the registered agent named in this Article has consented to the appointment of registered agent.

ARTICLE VI

Incorporator

The name and address of the Incorporator of the Corporation are Carrie E. Scott, 3650 Cold Spring Road, Indianapolis, Indiana, 46222.

ARTICLE VII

Members

The Corporation shall not have “members” as that term is defined in the Act. The Corporation may, upon the resolution of the Board of Directors, designate as “members” certain individuals, corporations, or other associations and organizations who satisfy certain criteria established by the Board of Directors and who support the purposes and programs of the Corporation. Such designation shall carry no legal significance under the Act and shall not entitle such “members” to any vote on Corporation matters or to attendance at Corporation meetings.

ARTICLE VIII

Directors

The exact number of directors of the Corporation shall be specified in or fixed in accordance with the Bylaws of the Corporation at a number no smaller than three (3).

ARTICLE IX

Election or Appointment of Directors

The directors of the Corporation, other than the members of the initial Board of Directors, shall be elected and appointed in the manner and for terms as specified in or fixed in accordance with the Bylaws of the Corporation.
ARTICLE X

Initial Board of Directors

The members of the initial Board of Directors of the Corporation shall be elected by the Incorporator. The names and addresses of the members of the initial Board of Directors, each of whom shall have the address of 3650 Cold Spring Road, Indianapolis, Indiana, 46222, are as follows:

Robert Albano
Steve Downing
Cheryl Hertzer
Janice Hicks-Slaughter
James Preston
Leroy Robinson
Tonya Tudor

ARTICLE XI

No Private Inurement

None of the Corporation’s net earnings shall inure to the benefit of any private individual.

ARTICLE XII

Regulation of Corporate Affairs

The affairs of the Corporation shall be subject to the following provisions:

Section 1. The Corporation shall ensure that any network innovation schools that it operates (the “Schools”) will admit students of any race, color, gender, sexual orientation, gender identity, disability, national or ethnic origin, religion, and ancestry to all the rights, privileges, programs, and activities generally accorded or made available to students at the
Schools. The Corporation and the Schools it operates shall not discriminate on the basis of race, color, gender, sexual orientation, gender identity, disability, national or ethnic origin, religion, or ancestry (or any other characteristics or categories prohibited under federal, state, or local law) in the administration of its educational policies, admissions policies, scholarship and loan programs, and athletic or other programs administered by the Schools.

Section 2. The Corporation shall comply with all Indiana laws applicable to innovation network schools, including (but not limited to) the following provisions of the Indiana Code ("IC"), or corresponding provisions of subsequent Indiana law:

(a) IC 5-14-1.5 et seq. (Indiana’s Open Door Law);
(b) IC 5-14-3-1, et seq. (Indiana’s Access to Public Records Act);
(c) IC 20-25.7-4-10 (public meeting requirement);
(d) IC 20-24-8-5 (statutes applicable to charter schools);
(e) IC 20-28-11.5 (staff performance evaluations);
(f) IC 20-24-6 (employment of teachers and other personnel in charter schools).

Section 3. Notwithstanding any other provision of these Articles of Incorporation, if for any taxable year the Corporation is deemed a “private foundation” described in Code section 509(a), the Corporation’s income shall be distributed at such time and in such manner as not to subject the Corporation to the tax imposed by Code section 4942.

Section 4. Notwithstanding any other provision of these Articles of Incorporation, if at any time the Corporation is deemed a “private foundation” described in Code section 509(a), the Corporation shall not:

(a) Engage in any act of self-dealing as defined in Code section 4941(d);
(b) Retain any excess business holdings as defined in Code section 4943(c);
(c) Make any investment in such manner as to subject the Corporation to tax
under Code section 4944; or

(d) Make any taxable expenditure as defined in Code section 4945(d).

Section 5. Neither the Board of Directors nor the Corporation shall have power or
authority to do any act that will prevent the Corporation from being an organization described in
Code section 501(c)(3).

Section 6. Except as otherwise permitted by Code section 501(h), no substantial
part of the activities of the Corporation shall be or consist of carrying on propaganda, or
otherwise attempting, to influence legislation.

Section 7. The Corporation shall not participate or intervene in (including the
publishing or distributing of any statements) any political campaign on behalf of or in opposition
to any candidate for public office.

Section 8. Subject to the provisions of these Articles of Incorporation and
applicable law, the Board of Directors shall have complete and plenary power to manage,
control, and conduct all the affairs of the Corporation.

Section 9. The power to make, alter, amend, and repeal the Corporation’s Bylaws
shall be vested in the Board of Directors.

Section 10. No director of the Corporation shall be liable for any of its
obligations.

Section 11. Meetings of the Board of Directors may be held at any location, either
inside the State of Indiana or elsewhere.

Section 12. All parties dealing with the Corporation shall have the right to rely
upon any action taken by the Corporation pursuant to authorization by the Board of Directors by
resolution duly adopted in accordance with the Corporation's Articles of Incorporation, Bylaws, and applicable law.

Section 13. The Board of Directors may from time to time, in the Bylaws of the Corporation or by resolution, designate such committees as the Board of Directors may deem desirable for the furtherance of the purposes of the Corporation.

ARTICLE XIII
Dissolution of the Corporation

If the Corporation is dissolved, all of its property remaining after payment and discharge of its obligations shall be transferred and conveyed, subject to any contractual or legal requirement to one or more other organizations that have been selected by the Board of Directors of the Corporation, that are organized and operated for purposes substantially the same as those of the Corporation, and that are described in Code sections 170(c)(2)(B), 501(c)(3), 2055(a)(2), and 2522(a)(2).

The undersigned Incorporator hereby adopts these Articles of Incorporation and presents them to the Secretary of State of the State of Indiana for filing.

IN WITNESS WHEREOF, the undersigned Incorporator hereby verifies and affirms, subject to penalties of perjury, that the representations contained herein are true, this 24th day of February, 2016.

Carrie E. Scott, Incorporator

This instrument was prepared by Joseph E. Miller, Jr., Attorney at Law, Faegre Baker Daniels LLP, 300 N. Meridian St., Ste. 2700, Indianapolis, Indiana, 46204.
Exhibit 2: Bylaws

BYLAWS

OF

COLD SPRING, INC.

ARTICLE I

General

Section 1. Name. The name of the corporation is Cold Spring, Inc. (the “Corporation”).

Section 2. Address. The street address of the Corporation’s initial registered office is 3650 Cold Spring Road, Indianapolis, Indiana, 46222. The initial registered agent in charge of the initial registered office is Carrie E. Scott.

Section 2. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of July and end on the last day of June next succeeding.

ARTICLE II

Board of Directors

Section 1. Directors. The affairs of the Corporation shall be managed, controlled, and conducted by, and under the supervision of, the Board of Directors, subject to the provisions of the Articles of Incorporation (the “Articles”) and these Bylaws (the “Bylaws”). The Board of Directors shall have the number of members, no less than three (3), as designated by resolution of the Board of Directors from time to time.

Section 2. Election and Terms. The term of each member of the Board of Directors, other than the initial directors of the Corporation, shall extend for a period of three (3) years and until his or her successor is appointed or elected and qualified. At the regular meeting of the Board of Directors immediately preceding the expiration of the term of any director, or at
a special meeting, the directors of the Corporation may elect a new director to replace the
director whose term will expire, or has expired. Each such newly elected director shall serve for
a term of three (3) years, or such other period as is prescribed by the directors at the time of such
election, and until his or her successor is elected and qualified. A director may serve any number
of consecutive or nonconsecutive terms, provided that the director continues to meet the
qualifications for which he or she was initially elected to serve as a director.

Section 3. Quorum and Voting. A majority of the directors in office immediately
before a meeting begins shall constitute a quorum for the transaction of any business properly to
come before the Board of Directors. Unless otherwise provided in the Articles or these Bylaws,
the approval of a majority of the directors present at a meeting at which a quorum is present shall
be the act of the Board of Directors.

Section 4. Special Meetings. The Board of Directors may hold special meetings
for any lawful purpose upon not less than two (2) days’ notice, as described in Section 6 of this
Article II, upon call by the Chair or by two (2) or more members of the Board of Directors. A
special meeting shall be held at such date, time, and place inside the State of Indiana or
elsewhere as specified in the call of the meeting.

Section 5. Compliance with Indiana Open Door Law. Notwithstanding any other
provision of these Bylaws, the Corporation shall comply in all respects with the Indiana Open
Door Law (currently codified at Indiana Code (“IC”) section 5-14-1.5-1, et seq.), and any
corresponding provision of subsequent Indiana law, in connection with all regular or special
meetings of the Board of Directors.

Section 6. Notice of Special Meetings. Oral or written notice of the date, time, and
place of each special meeting of the Board of Directors shall be communicated, delivered, or
mailed by the Secretary of the Corporation, or by the person or persons calling the meeting, to each member of the Board of Directors so that such notice is effective at least two (2) days before the date of the meeting and complies with the Indiana Open Door Law. The notice need not describe the purpose of the special meeting.

Oral notice shall be effective when communicated. Written, electronic, or telefaxed notice, where applicable, shall be effective at the earliest of the following:

(a) When received;

(b) Five (5) days after the notice is mailed, as evidenced by the postmark or private carrier receipt, if mailed correctly to the address listed in the most current records of the Corporation;

(c) On the date shown on the return receipt, if sent by registered or certified United States mail, return receipt requested, and the receipt is signed by or on behalf of the addressee; or

(d) Thirty (30) days after the notice is deposited with another method of the United States Postal Service other than first class, registered, or certified mail, as evidenced by the postmark, if mailed correctly addressed to the address listed in the most current records of the Corporation.

Section 7. Waiver of Notice. Notice of a meeting may be waived in a writing signed by the director entitled to notice and filed with the minutes or the corporate records. Attendance at or participation in any meeting of the Board of Directors shall constitute a waiver of lack of notice or defective notice of such meeting unless the director shall, at the beginning of the meeting or promptly upon the director’s arrival, object to holding the meeting and not vote for or assent to any action taken at the meeting.
Section 8. Means of Communication. The Board of Directors, or a committee thereof, may permit a director or a committee member to participate in a meeting through the use of any means of communication by which all participating directors or committee members, and all members of the public physically present at the place where the meeting is conducted, may simultaneously hear each other during the meeting, provided that (i) such meeting complies in all respects with the provisions of the Indiana Open Door Law in IC 5-14-1.5-3.6, and (ii) the Board of Directors has adopted a policy to govern participation in meetings by electronic communication pursuant to IC 5-14-1.5-3.6. A director or committee member participating in a meeting by such means shall be considered present in person at the meeting.

Section 9. Removal, Resignation, and Vacancies. A director may be removed from office at any time, with or without cause, by two-thirds of the directors then in office. A director may resign at any time by giving written notice of such resignation to the Board of Directors, the President, or the Secretary of the Corporation. The acceptance of a resignation shall not be necessary to make it effective. Such resignation shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Board of Directors, the President, or the Secretary. A vacancy on the Board of Directors, whether created by removal or resignation of a director, may be filled by the Board of Directors, and the person elected to fill such vacancy shall serve until the expiration of the term vacated and until his or her successor is elected and qualified.

ARTICLE III

Officers

Section 1. In General. The officers of the Corporation shall consist of a Chair, a Secretary, a Treasurer, and such other officers as the Board of Directors may otherwise elect. All
officers may, but need not, be members of the Board of Directors. An officer may simultaneously hold more than one (1) office. Each officer shall be elected by the Board of Directors and shall serve for one (1) year, or such other period as prescribed by the directors at the time of such election, and until the officer’s successor is elected and qualified. Any officer may be removed by the Board of Directors with or without cause. Any vacancy in any office shall be filled by the Board of Directors, and any person elected to fill such vacancy shall serve until the expiration of the term vacated and until his or her successor is elected and qualified.

Section 2. Chair. The Chair shall preside at all meetings of the Board of Directors of the Corporation and shall be responsible for implementing policies established by the Board of Directors. The Chair shall perform such other duties as the Board of Directors may prescribe.

Section 3. Secretary. The Secretary shall be the custodian of all papers, books, and records of the Corporation other than books of account and financial records. The Secretary shall prepare and enter in the minute book the minutes of all meetings of the Board of Directors. The Secretary shall authenticate records of the Corporation as necessary. The Secretary shall perform the duties usual to such position and such other duties as the Board of Directors or the Chair may prescribe.

Section 4. Treasurer. The Treasurer shall prepare and maintain correct and complete records of account showing accurately the financial condition of the Corporation. All notes, securities, and other assets coming into the possession of the Corporation shall be received, accounted for, and placed in safekeeping as the Treasurer may from time to time prescribe. The Treasurer shall furnish, whenever requested by the Board of Directors or the Chair, a statement of the financial condition of the Corporation and shall perform the duties usual to such position and such other duties as the Board of Directors or the Chair may prescribe.
Section 5. Other Officers. Each other officer of the Corporation shall perform such duties as the Board of Directors or the Chair may prescribe.

ARTICLE IV

Committees

Section 1. Executive Committee. The Board of Directors may, by resolution adopted by a majority of the directors then in office, designate two (2) or more directors of the Corporation to constitute an Executive Committee which, to the extent provided in such resolution and consistent with applicable law, shall have and exercise all of the authority of the Board of Directors in the management of the Corporation’s affairs during intervals between the meetings of the Board of Directors. The Executive Committee shall be subject to the authority and supervision of the Board of Directors.

Section 2. Other Committees. The Board of Directors may establish other committees, in addition to the Executive Committee, to accomplish the goals and execute the programs of the Corporation. Such committees shall have such responsibilities and powers as the Board of Directors shall specify. Members of such committees may, but need not, be members of the Board of Directors. A committee member appointed by the Board of Directors may be removed by the Board of Directors with or without cause.

ARTICLE V

Conflicts of Interest

Section 1. General Policy. It is the policy of the Corporation and its Board of Directors that the Corporation’s directors, officers, and employees carry out their respective duties in a fashion that avoids actual, potential, or perceived conflicts of interest. The Corporation’s directors, officers, and employees shall have the continuing, affirmative duty to
report any personal ownership, interest, or other relationship that might affect their ability to exercise impartial, ethical, and business-based judgments in fulfilling their responsibilities to the Corporation. This policy shall be further subject to the following principles:

(a) Directors, officers, and employees of the Corporation shall conduct their duties with respect to potential and actual grantees, contractors, suppliers, agencies, and other persons transacting or seeking to transact business with the Corporation in a completely impartial manner, without favor or preference based upon any consideration other than the best interests of the Corporation.

(b) Directors, officers, and employees of the Corporation shall not seek or accept for themselves or any of their relatives (including spouses, ancestors, and descendants, whether by whole or half blood), from any person or business entity that transacts or seeks to transact business with the Corporation, any gifts, entertainment, or other favors relating to their positions with the Corporation that exceed common courtesies consistent with ethical and accepted business practices.

(c) If a director, or a director’s relative, directly or indirectly owns a significant financial interest in, or is employed by, any business entity that transacts or seeks to transact business with the Corporation, the director shall disclose that interest or position and shall refrain from voting on any issue pertaining to the transaction.

(d) Officers and employees of the Corporation shall not conduct business on behalf of the Corporation with a relative or a business entity in which the officer, employee, or his or her relative owns a significant financial interest or
by which such officer, employee, or relative is employed, except where such dealings have been disclosed to, and specifically approved and authorized by, the Board of Directors of the Corporation.

(e) The Board of Directors may require the Corporation’s directors, officers, or employees to complete annually (or as otherwise scheduled by the Board) a disclosure statement regarding any actual or potential conflict of interest described in these Bylaws. The disclosure statement shall be in such form as may be prescribed by the Board and may include information regarding a person’s participation as a director, trustee, officer, or employee of any other nonprofit organization. The Board of Directors shall be responsible for oversight of all disclosures or failures to disclose and for taking appropriate action in the case of any actual or potential conflict of interest transaction.

Section 2. Effect of Conflict Provisions. The failure of the Corporation, its Board of Directors, or any or all of its directors, officers, or employees to comply with the conflict of interest provisions of these Bylaws shall not invalidate, cancel, void, or make voidable any contract, relationship, action, transaction, debt, commitment, or obligation of the Corporation that otherwise is valid and enforceable under applicable law.

ARTICLE VI

Indemnification

Section 1. Indemnification by the Corporation. To the extent not inconsistent with applicable law, every person (and the heirs and personal representatives of such person) who is or was a director, officer, employee, or agent of the Corporation shall be indemnified by the Corporation against all liability and reasonable expense that may be incurred by him or her in
connection with or resulting from any claim, action, suit, or proceeding (a) if such person is wholly successful with respect thereto or (b) if not wholly successful, then if such person is determined (as provided in Section 3 of this Article VI) to have acted in good faith, in what he or she reasonably believed to be the best interests of the Corporation (or, in any case not involving the person’s official capacity with the Corporation, in what he or she reasonably believed to be not opposed to the best interests of the Corporation), and, with respect to any criminal action or proceeding, is determined to have had reasonable cause to believe that his or her conduct was lawful (or no reasonable cause to believe that the conduct was unlawful). The termination of any claim, action, suit, or proceeding by judgment, settlement (whether with or without court approval), or conviction, or upon a plea of guilty or of nolo contendere or its equivalent, shall not create a presumption that a person did not meet the standards of conduct set forth in this Article VI.

Section 2. Definitions.

(a) As used in this Article VI, the phrase “claim, action, suit, or proceeding” shall include any threatened, pending, or completed claim, civil, criminal, administrative, or investigative action, suit, or proceeding and all appeals thereof (whether brought by or on behalf of the Corporation, any other corporation, or otherwise), whether formal or informal, in which a person (or his or her heirs or personal representatives) may become involved, as a party or otherwise:

(i) By reason of his or her being or having been a director, officer, employee, or agent of the Corporation or of any corporation
where he or she served as such at the request of the Corporation;

(ii) By reason of his or her acting or having acted in any capacity in a corporation, partnership, joint venture, association, trust, or other organization or entity where he or she served as such at the request of the Corporation, or

(iii) By reason of any action taken or not taken by him or her in any such capacity, whether or not he or she continues in such capacity at the time such liability or expense shall have been incurred.

(b) As used in this Article VI, the terms “liability” and “expense” shall include, but shall not be limited to, counsel fees and disbursements and amounts of judgments, fines, or penalties against, and amounts paid in settlement by or on behalf of, a person.

(c) As used in this Article VI, the term “wholly successful” shall mean

(i) termination of any action, suit, or proceeding against the person in question without any finding of liability or guilt against him or her, (ii) approval by a court, with knowledge of the indemnity provided in this Article VI, of a settlement of any action, suit, or proceeding, or (iii) the expiration of a reasonable period of time after the making of any claim or threat of any action, suit, or proceeding without the institution of the same, without any payment or promise made to induce a settlement.
Section 3. Entitlement to Indemnification. Every person claiming indemnification under this Article VI (other than one who has been wholly successful with respect to any claim, action, suit, or proceeding) shall be entitled to indemnification if (a) special independent legal counsel, which may be regular counsel of the Corporation or any other disinterested person or persons, in either case selected by the Board of Directors, whether or not a disinterested quorum exists (such counsel or person or persons being hereinafter called the “referee”), shall deliver to the Corporation a written finding that such person has met the standards of conduct set forth in Section 1 of this Article VI and (b) the Board of Directors, acting upon such written finding, so determines. The person claiming indemnification shall, if requested, appear before the referee and answer questions that the referee deems relevant and shall be given ample opportunity to present to the referee evidence upon which he or she relies for indemnification. The Corporation shall, at the request of the referee, make available facts, opinions, or other evidence in any way relevant to the referee’s findings that are within the possession or control of the Corporation.

Section 4. Relationship to Other Rights. The right of indemnification provided in this Article VI shall be in addition to any rights to which any person may otherwise be entitled.

Section 5. Extent of Indemnification. Irrespective of the provisions of this Article VI, the Board of Directors may, at any time and from time to time, approve indemnification of directors, officers, employees, agents, or other persons to the fullest extent permitted by applicable law, or, if not permitted, then to any extent not prohibited by such law, whether on account of past or future transactions.

Section 6. Advancement of Expenses. Expenses incurred with respect to any claim, action, suit, or proceeding may be advanced by the Corporation (by action of the Board of Directors, whether or not a disinterested quorum exists) prior to the final disposition thereof.
upon receipt of an undertaking by or on behalf of the recipient to repay such amount unless he or she is entitled to indemnification.

**Section 7. Purchase of Insurance.** The Board of Directors is authorized and empowered to purchase insurance covering the Corporation’s liabilities and obligations under this Article VI and insurance protecting the Corporation’s directors, officers, employees, agents, or other persons.

**ARTICLE VII**

**Contracts, Checks, Loans, Deposits, and Gifts**

**Section 1. Contracts.** The Board of Directors may authorize one (1) or more officers, agents, or employees of the Corporation to enter into any contract or execute any instrument on its behalf. Such authorization may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent, or employee shall have any power to bind the Corporation or to render it liable for any purpose or amount.

**Section 2. Checks.** All checks, drafts, or other orders for payment of money by the Corporation shall be signed by such person or persons as the Board of Directors may from time to time designate by resolution. Such designation may be general or confined to specific instances.

**Section 3. Loans.** Unless authorized by the Board of Directors, no loan shall be made by or contracted for on behalf of the Corporation and no evidence of indebtedness shall be issued in its name. Such authorization may be general or confined to specific instances.

**Section 4. Deposits.** All funds of the Corporation shall be deposited to its credit in such bank, banks, or depositaries as the Board of Directors may designate. Such designation may be general or confined to specific instances.
Section 5. Gifts. The Board of Directors may accept on behalf of the Corporation any gift, grant, bequest, devise, or other contribution for the purposes of the Corporation on such terms and conditions as the Board of Directors shall determine.

ARTICLE VIII

Amendments

The power to make, alter, amend, or repeal the Bylaws is vested in the Board of Directors of the Corporation.
Exhibit 3: Directors

Cold Spring School Directors

Robert Albano - Chairman
Cheryl Hertzer - Secretary
James Preston - Treasurer
Steve Downing
Tonya Tudor
Chris Gerrity
Janice Hicks-Slaughter
Leroy Robinson
Lori Schein
Exhibit 4: Curriculum

Cold Spring staff will continue to use the IPS adopted curriculum for English Language Arts (ELA), Math, Social Studies and Science.

Students will continue to participate in weekly Art, Music, PE and Media Skills classes.

Cold Spring School will be able to offer an additional Project Lead the Way class that students will go to twice a week led by a certified Project Lead the Way teacher. Students will participate in the PLTW Launch program and will engage in the following modules at the following grade levels:

- 1st Grade - Light and Sound, Animal Adaptations
- 3rd Grade - Grids and Games, Stability and Motion: Forces and Interactions
- 4th Grade - Stability and Motion: Science of Flight, Programming Patterns, Energy: Collisions

Cold Spring staff will utilize Project Learning Tree and the Environmental Literacy standards as the environmental studies curriculum.